

# DECLARATIONS AND PROVISIONS

POLICY  
NUMBER

LA-267 50 31

ITEM 1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

GORDON STEVICK  
LOT #1  
CRYSTAL LAKE  
CEMENT CITY, MICHIGAN 49233

ITEM 2.

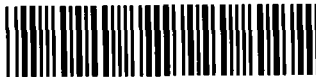
5-31-78

INCEPTION (MO., DAY, YR.)

5-31-79

EXPIRATION (MO., DAY, YR.)

US EPA RECORDS CENTER REGION 5



467854



FIREMAN'S  
FUND  
INSURANCE  
COMPANIES  
MAIL ADDRESS  
SAN FRANCISCO  
CALIFORNIA

01 FIREMAN'S FUND

INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA

18 THE AMERICAN

INSURANCE COMPANY PARSIPPANY, NEW JERSEY

07 NATIONAL SURETY

CORPORATION CHICAGO, ILLINOIS

13 ASSOCIATED INDEMNITY

CORPORATION SAN FRANCISCO, CALIFORNIA

15 AMERICAN AUTOMOBILE

INSURANCE COMPANY CREVE COEUR, MISSOURI

THE NAMED INSURED IS:

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: PROPERTY OWNER

ITEM 3.

THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVER-  
AGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)

FORM NUMBER	DESCRIPTION	ADVANCE PREMIUM(S)
105040	COMPREHENSIVE GENERAL LIABILITY INSURANCE	450.
105032	PERSONAL INJURY LIABILITY INSURANCE	37.
ENDORSEMENTS (IDENTIFY BY FORM NUMBER)		
180019 105160 105053		
IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS OTHERWISE STATED:		TOTAL ADVANCE PREMIUM 487.
IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS TO BE PAID IN INSTALLMENTS, PREMIUM IS PAYABLE:	ON INCEPTION DATE \$	FIRST ANNIVERSARY \$
		SECOND ANNIVERSARY \$

THESE POLICY DECLARATIONS AND PROVISIONS, AND COVERAGE PART(S) AND ENDORSEMENTS (IF ANY) ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

DATE OF ISSUE

3-23-78 PJ

COUNTERSIGNATURE OF AUTHORIZED AGENT

Vincent E. Romano

LIABILITY/AUTOMOBILE POLICY—5900—1-73

## THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

**"automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

**"bodily injury"** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

**"completed operations hazard"** includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed; or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials; or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

**"elevator"** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

**"incidental contract"** means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

**"insured"** means any person or organization qualifying as an insured in the **"Persons Insured"** provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

**"mobile equipment"** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

**"named insured"** means the person or organization named in Item 1. of the declarations of this policy;

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

**"policy territory"** means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

**"products hazard"** includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

### SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

(Continued on Page Three)

(Continued from Page Two)

## CONDITIONS

**1. Premium:** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured. The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

**2. Inspection and Audit:** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections, nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

### 4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

**6. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(Conditions, Continued on Page Four)

(Conditions. Continued from Page Three)

**8. Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**9. Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

**10. Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**11. Cancellation:** This policy may be cancelled by the **named insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the Company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**12. Declarations:** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

**IN WITNESS WHEREOF,** the Company has caused this policy to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

*Robert P. J. Conroy*  
SECRETARY

*Myron Du Bain*  
PRESIDENT

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(BROAD FORM)

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

# COVERAGE PART — PERSONAL INJURY LIABILITY INSURANCE

## SCHEDULE

COVERAGE	LIMITS OF LIABILITY
P. PERSONAL INJURY LIABILITY	\$ 300 .000 AGGREGATE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO PERSONAL INJURY ARISING OUT OF AN OFFENSE INCLUDED WITHIN SUCH OF THE FOLLOWING GROUPS OF OFFENSES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. FALSE ARREST, DETENTION OR IMPRISONMENT, OR MALICIOUS PROSECUTION	\$ 37. M.P.
B. LIBEL, SLANDER, DEFAMATION OR VIOLATION OF RIGHT OF PRIVACY	\$ INCL.
C. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF RIGHT OF PRIVATE OCCUPANCY	\$ INCL.
INSURED'S PARTICIPATION 10 % MINIMUM PREMIUM \$ 37. TOTAL ADVANCE PREMIUM ▶	\$ 37. M.P.
PREMIUM BASIS: % OF BODILY INJURY PREMIUM FOR PREMISES — OPERATIONS	

### I. COVERAGE P—PERSONAL INJURY LIABILITY

The Company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the Company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;

(d) to **personal injury** arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

### II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

### III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury**, or (3) claims made or suits brought on account of **personal injury**, the total limit of the Company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the declarations as "aggregate".

If a participation percentage is stated in the schedule for the **insured**, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the Company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the Company therefor.

### IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those damages which are payable because of **personal injury** arising out of an offense to which this insurance applies.

POLICY NUMBER <b>LA 267 50 31</b>	INSURED	EFFECTIVE
<b>FIREMAN'S FUND INSURANCE COMPANY</b> <b>THE AMERICAN INSURANCE COMPANY</b> <b>NATIONAL SURETY CORPORATION</b> <b>ASSOCIATED INDEMNITY CORPORATION</b> <b>AMERICAN AUTOMOBILE INSURANCE COMPANY</b>		PRODUCER
<i>Myrtle Du Bain</i> <b>PRESIDENT</b>		<b>COUNTERSIGNATURE OF AUTHORIZED AGENT</b> <i>Vincent E. Romano</i>

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**EXCLUSION (G304)**  
**(COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD)**

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury or property damage** included within the **Completed Operations Hazard** or the **Products Hazard**.

**FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

*Myron R. Bain*

PRESIDENT

105053—10-66

**CANCELLATION CONDITION — AMENDMENT OF FIRST PARAGRAPH**

(Michigan) (A0002/G503)

It is agreed that with respect to the "Cancellation" provisions of the policy:

1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the Company or its authorized agent".
2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

**FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71.X

*Myron R. Baine*

PRESIDENT

180019—10-70

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS  
LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE

OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY  
INSURANCE

### SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury** liability and **property damage** liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 300,000.	\$ - - - - -

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury** liability or **property damage** liability are deleted.

3. The following provision is added to the policy:

#### Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of **mobile equipment** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury** liability and **property damage** liability coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one **occurrence** shall not exceed the limit of liability shown above for "each **occurrence**."

Subject to the above provision respecting "each **occurrence**," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each **occurrence**," the total liability of the Company for all damages because of all **property damage** to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any **incidental contract** relating to such premises or operations; or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any **incidental contract** relating to such operations; or

(iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated **exposure** to substantially the same general conditions shall be considered as arising out of one **occurrence**.

5. With respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each **occurrence** shall be applied to provide the separate limits of liability required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER LA 267 50 31	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron DuBois</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Vincent E. Romano</i> Hall & Kennedy Inc.



# COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THEREIN.

COVERAGES		LIMITS OF LIABILITY	
A. BODILY INJURY LIABILITY		\$ AS PER .000 EACH OCCURRENCE	\$ ATTACHED .000 AGGREGATE
B. PROPERTY DAMAGE LIABILITY		\$ 105160 .000 EACH OCCURRENCE	\$ .000 AGGREGATE
GENERAL LIABILITY HAZARDS			
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES
PREMISES — OPERATIONS		(A) AREA (SQ. FT.)	(A) PER 100 SQ. FT. OF AREA
		(B) FRONTAGE	(B) PER LINEAR FT.
		(C) REMUNERATION	(C) PER \$100 OF REMUNERATION
GARAGE WORKS — REDUCTION OR INCINERATION	#53-49532-00	C127,000.	.538 .890
EXCESS LIMITS CHARGE	#48-99901		25.
ELEVATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING
IF ANY TO BE DETERMINED UPON AUDIT			
INDEPENDENT CONTRACTORS CONSTRUCTION OPERATIONS — CONTRACTOR (NOT RAIL-ROADS) — EXCLUDING OPERATIONS ON BOARD SHIPS	#51-16291-00	17,000	.041 .026
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS
NOT COVERED — SEE ENDORSEMENT 105053			
PRODUCTS — USED		(B) SALES	(B) PER \$1,000 OF SALES
NOT COVERED — SEE ENDORSEMENT 105053			
ENDORSEMENTS ATTACHED		TOTAL ADVANCE PREMIUM ▶ \$ 450.	

## ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)	INTEREST OF NAMED INSURED IN SUCH PREMISES:
29951, DIVISION DRIVE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE
ALBION, MICHIGAN	PART OCCUPIED BY NAMED INSURED
The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.	

## I. COVERAGE A — BODILY INJURY LIABILITY.

## COVERAGE B — PROPERTY DAMAGE LIABILITY.

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A, bodily injury or Coverage B, property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

## Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(Continued on reverse side)

POLICY NUMBER	INSURED	EFFECTIVE
LA 267 50 31		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
Myron R. Baine PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT Vincent E. Romano

105040-1-73

(Continued from reverse side)

- (b) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**; but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;
- (c) to **bodily injury or property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any **snowmobile** or **trailer** owned for use therewith;
- (d) to **bodily injury or property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;
- (e) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any **watercraft** owned or operated by or rented or loaned to any **insured**, or (2) any other **watercraft** operated by any person in the course of his employment by any **insured**; but this exclusion does not apply to **watercraft** while ashore on premises owned by, rented to or controlled by the **named insured**;
- (f) to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to **bodily injury or property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the **insured** under an **incidental contract**, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to **bodily injury or property damage** for which the **insured** or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes, or contributes to the intoxication of, any person; but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;
- (k) to **property damage** to (1) property owned or occupied by or rented to the **insured**, (2) property used by the **insured**, or (3) property in the care, custody or control of the **insured**, or as to which the **insured** is, for any purpose, exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;
- (l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or (2) the failure of the **named insured's** products or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's** products or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;
- (n) to **property damage** to the **named insured's** products arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's** products or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the **named insured**) or organization while acting as a real estate manager for the **named insured** and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law, (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an **insured** under this paragraph (e) with respect to: (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii). This insurance does not apply to **bodily injury or property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

## III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury or property damage**, or (3) claims made or suits brought on account of **bodily injury or property damage**, the Company's liability is limited as follows:

**Coverage A**—The total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all **bodily injury** included within the completed operations hazard and (2) all **bodily injury** included within the products hazard shall not exceed the limit of **bodily injury** liability stated in the schedule as "aggregate."

**Coverage B**—The total liability of the Company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate": (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below; (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all **property damage** included within the products hazard and all **property damage** included within the completed operations hazard.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

**Coverages A and B**—For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## IV. POLICY TERRITORY

This insurance applies only to **bodily injury or property damage** which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division; "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and others collect as a separate item and remit directly to a governmental division.